

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

NATIONAL INDOOR FOOTBALL LEAGUE L.L.C.,	:	CIVIL DIVISION
	:	
PLAINTIFF,	:	NO.: CA 2 - 548
	:	
v.	:	
	:	TYPE OF PLEADING:
	:	
R.P.C. EMPLOYER SERVICES, INC.,	:	AMENDED PETITION FOR
	:	ATTORNEYS' FEES & COSTS
DEFENDANT.	:	
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	:	FILED ON BEHALF OF:
	:	
	:	PLAINTIFF
	:	
	:	
	:	COUNSEL FOR PLAINTIFF:
	:	
	:	TIMOTHY C. LEVENTRY, LL.M.
	:	LEVENTRY, HASCHAK & RODKEY,
	:	LLC
	:	PA I.D. 34980
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	:	
	:	

**PLAINTIFF'S AMENDED PETITION
FOR ATTORNEYS' FEES & COSTS**

AND NOW, comes the Plaintiff, National Indoor Football League (hereinafter "NIFL"), by and through its attorneys, Leventry, Haschak & Rodkey, LLC, and files its Amended Petition for Attorneys' Fees and Costs:

1. On June 13, 2007, the Plaintiff filed its Petition for Attorneys' Fees and Costs pursuant to the post-trial scheduling Order.
2. As stated in the original Petition for Attorneys' Fees and Costs, the NIFL is entitled to attorneys' fees and costs as the prevailing party under the Service Agreement, which is established by the March 28, 2006 Stipulation as to Liability by RPC Employer Services, Inc. ("RPC").
3. Because the NIFL is the prevailing party, it is entitled to receive reimbursement from the Defendant for its attorneys fees and costs. In its original Petition for Attorneys' Fees and Costs, the NIFL included a spreadsheet and invoices from the NIFL's counsel reflecting the hourly fees and various litigation costs incurred during the course of pursuing the claims against the Defendant.

4. In addition to attorneys' fees and costs contained in the original Petition for Attorneys' Fees and Costs, the NIFL is responsible for mediation costs in the amount of \$2,500.00 for Attorney Thomas Cooper, which costs were not included in the NIFL's original Petition for Attorneys' Fees and Costs.

5. Said mediation costs are due and owing to Attorney Cooper for providing mediation services at the parties' request following the Defendants' stipulation as to liability on March 28, 2006.

6. Attorney Cooper's mediation fee is part of the costs which the Defendant is responsible to pay pursuant to the Service Agreement.

7. In good faith, the NIFL presented its damages claim to the mediator. Instead of assuming responsibility for damages, Defendant continued to raise unsupported claims of set off, which wasted time and caused the NIFL to incur unnecessary legal fees and to incur mediation costs for Attorney Cooper.

8. Because of the foregoing, the NIFL requests the Court issue an Order directing the Defendant to reimburse the NIFL for its attorneys' fees and costs as stated in the original Petition for Attorneys' Fees and Costs and award the NIFL the amount of \$2,500.00 for mediation costs.

WHEREFORE, the Plaintiff respectfully requests this Honorable Court enter an order in accordance with the Plaintiff's original Petition for Attorneys' Fees and Costs and require the Defendant to pay for Attorney Cooper's mediation costs of \$2,500.00.

Respectfully submitted,

Date: 6-25-07

s/ Timothy C. Leventry
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